



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Mitt Romney, Governor ♦ Kerry Healey, Lt. Governor ♦ Jane Wallis Gumble, Director

**CHAPTER 149 BIDDING REQUIREMENTS
FOR BUILDING RELATED
CONSTRUCTION CONTRACTS BETWEEN
\$10,000 - \$25,000
INSTRUCTIONS TO AWARDING AUTHORITIES**

MGL c.149 sec.44A (2) (B) effective July 19, 2004

The attached "Front End" will help Local Housing Authorities (LHA) take advantage of these simplified procedures.

OVERVIEW FOR JOBS \$10,000 - 25,000¹

The LHA is responsible for the bidding process as follows:

1. LHA prepares a bid package - use the guideline found on page 2.
2. LHA advertises the project in the Central Register and posts in a conspicuous place at the LHA
3. LHA distributes Bid Documents to prospective bidders, (include prevailing wage rates) and maintains a list of all contractor's names and addresses requesting documents
4. LHA receives, opens, reviews Bids.
Bids must be opened in public, immediately after the time deadline for receipt of bids that is listed in the Advertisement
5. LHA Awards Contract to lowest eligible/responsible Bidder.
6. LHA notifies the low bidder of Award.
7. Contractor completes the Contract package including the following and sends it to the LHA,
 - a. Owner/Contractor Agreement,
 - b. Contractor's Corporate Vote, (if appropriate) and
 - c. Contractor's Bonds and Insurance.
8. LHA signs Contract, sends to DHCD for approval.
9. DHCD validates the Contract, returns to LHA, and
10. LHA schedules a Preconstruction Conference and Issues a Notice to Proceed to Contractor

Please consult with your DHCD Project Manager if you have any questions or need assistance regarding this process.

¹ Operating Reserve Jobs must be assigned a DHCD Fish #. Therefore, once you receive budgetary approval from your Housing Management Specialist you must contact your Project Manager in DHCD's Project Development Unit.

**TO PREPARE THE BID PACKAGE FOR A PROJECT ESTIMATED
TO COST BETWEEN \$10,000 -25,000,
INCLUDE THE FOLLOWING DOCUMENTS.**

There is an example of each document in this package. If you find that something is missing or you have a question about how to complete a form, contact your DHCD project manager.

☐ **Public Notification Process** - *Complete all information required on this form:*

Place the notification in the Central Register.
It must appear one time at least two weeks before the deadline for submitting bids.
If you wish to require more than the statutory bonds include the requirement in the Advertisement.

(Include the following forms as provided)

- ☐ **Instructions to Bidders (2 pages)**
- ☐ **Form for Bid (1 page)**
- ☐ **Owner - Contractor Agreement (1 page)**
- ☐ **Affidavit of Vote of Authorization - (Corporate Vote) (1 page)**
- ☐ **Payment Bond (1 page)**
- ☐ **General Conditions (6 pages)**

The following two sections of the Bid Package need to be modified to suit the specific needs of each project. If you do not have a consultant to help prepare the technical specifications, contact your DHCD project manager to develop a strategy for specification preparation and review.

☐ **Division 1**

Prepare a Division 1 using the format provided.

Research each section and complete all of the necessary information to suit the needs of your project.

The specific instructions are provided in the shaded print.

*Obtain the necessary **Wage Rates** using the attached form and include them in the Division One*
ALL WORK done at LHA owned property requires the Contractor to pay Prevailing Wages –
NO EXCEPTIONS

☐ **Technical Specifications + Drawings**

Attach a copy of the technical specifications and any drawings that have been prepared for the project

PROJECT MANUAL

MODERNIZATION OF STATE AIDED PUBLIC HOUSING

STATE-AIDED PROJECT: XXXXXX
TOWN, MASSACHUSETTS

Massachusetts Department of
Housing and Community Development



TOWN HOUSING AUTHORITY

Address

Address

Phone: Number

FAX: Number

XXXXXXXXXXXXXXXXX, Chairman
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX, Executive Director

Architect

(Name)

(Address)

(State, Zip Code)

(Telephone () (**-****))

(FAX #)

Email

DATE:

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DIVISION 1 - GENERAL REQUIREMENTS	
<i>List any Division 1 Sections that <u>may</u> be used or you <u>may</u> use the consolidated version found in this package</i>	
<i>For example:</i>	
SECTION 01010 --SUMMARY OF WORK	2
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List Technical Sections of the Specification.

List any Drawings or other Attachments

**Include Information Below on Central Register Form
Post this Completed Notice at Awarding Authority**

PUBLIC NOTIFICATION

The **Town** Housing Authority (the Awarding Authority) invites sealed bids from contractors for the **Very Brief Description of Project** in accordance with the documents prepared by **Name of Architect/Engineer**

The Project consists of: **One to Three Sentence Description of the Project**

Bids are subject to M.G.L. c.149 sec.44A(2)(B) and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

Sealed general bids will be received until **2:00 p.m., Day Date** and publicly opened, forthwith

Mailed Bids should be sent to LHA Address, Street, City State Zip and received no later than the date and time specified above

If bidders are interested please contact **Name of Contact** at the **Town** Housing Authority for a set of Contract Documents

The Project site will be available for inspection between **Time** AM and **Time** PM on **Date(s)**

For an appointment call **Name of Contact Person** at **Phone**

INSTRUCTIONS TO BIDDER'S

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each Bidder by making a Bid represents that:
 1. The Bidder has read and understands the Contract Documents and the Bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

ARTICLE 2 - BIDDER CERTIFICATIONS – OSHA TRAINING

Please be advised that a law was recently enacted by the Massachusetts legislature that will require that all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. *See* Chapter 306 of the Acts of 2004, **which will become effective July 1, 2006.**

1. This will apply to any general bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.
3. Non-Compliance with the new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 3 - REQUESTS FOR INTERPRETATION

- 3.1 Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 3.2 Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Owner.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Form for Bids" as appropriate, furnished at no cost by the Owner.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
BID FOR:
 - NAME OF HOUSING AUTHORITY AND PROJECT NUMBER
 - BIDDER'S NAME AND BUSINESS ADDRESS
 - PHONE NUMBER & CONTACT PERSON
- 4.6 Date and time for receipt of Bids is set forth in the Public Notification.
- 4.7 Timely delivery of a Bid at the location designated shall be the full responsibility of the Bidders.

ARTICLE 5- WITHDRAWAL OF BIDS

- 5.1. **Before Opening Bids** Any bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.2 **After Opening Bids** Bidders may withdraw a bid without penalty, any time up to the Award as defined in paragraph 6.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

ARTICLE 6 - CONTRACT AWARD

- 6.1 Award means the determination and selection of the lowest, responsible and eligible Bidder, by the Owner, which is subject to the approval of the Department of Housing and Community Development.
The Owner will award the contract to the lowest responsible and eligible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids.
- 6.2 The Owner reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 The Owner also reserves the right to reject any Bid if it determines that such Bid does not represent the Bid of a person competent to perform the work as specified or if less than 3 Bids are received.
- 6.4 The term "lowest responsible and eligible bidder" shall mean the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 7 - FORMS REQUIRED AT CONTRACT APPROVAL

- 7.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by Owner, and three (3) originals must be submitted.
 - .1 **Owner/Contractor Agreement.**
 - .2 **Form of Corporate Vote (If Applicable)**
 - .3 **Bonds (See General Conditions)**
- 7.2 Insurance Certificates for the coverage required by Article 9 of the General Provisions must be submitted prior to contract validation.
- 7.5 The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the Director of DHCD.
- 7.6 Incomplete or unacceptable submissions of the forms as required above will delay the validation of the Owner/Contractor Agreement by DHCD.

END OF SECTION

FORM OF GENERAL BID

\$10,000 - \$25,000

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for **Brief Project Description** for the **City or Town** Housing Authority in **City or Town**, Massachusetts in accordance with Contract Documents prepared by **Name of Architect or Engineer**, for the contract price specified below, subject additions and deductions according to the terms of the specifications

B. This bid includes addenda number(s):

C. The proposed contract price is :

_____ Dollars \$ _____
Bid Amount in Words Bid Amount in Numbers

D. The undersigned agrees that, if selected as general contractor, we will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A. ***The safety training requirement in this paragraph is effective July 1, 2006.***

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature 

Date: _____

BY:

Name of General Bidder

Signature & Title of person signing bid

Business Address

(City and State)

OWNER-CONTRACTOR AGREEMENT

Commonwealth of Massachusetts
Department of Housing and Community Development

This Agreement, made this ____ day of _____, 200 ____ By and between the _____ Housing Authority, hereinafter called the "Owner", and _____ hereinafter called the "Contractor",
Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall perform all the work required by the Contract Documents for _____ Prepared by _____ acting as, and referred to in these Contract Documents as the "Architect"

ARTICLE 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" of the Owner and shall bring the work to Substantial Completion within _____ calendar days of said date.

ARTICLE 3. CONTRACT SUM: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order the Contract Sum of:

Dollars \$ _____

ARTICLE 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement form the Contract Documents and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Quote Solicitation, Bidding Documents, Contract Form, Conditions of Contract, and Specifications; the Drawings (if applicable); DHCD publication known as the Construction Handbook; and all Modifications issued after execution of the Contract.

ARTICLE 5. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

ARTICLE 6. VALIDATION: This Contract will not be valid until signed by the Director, Department of Housing and Community Development

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

*** CONTRACTOR**

*** OWNER**

Name of Contractor

Name of Housing Authority

Address

BY _____

Name and Seal

BY: _____

Name and Seal

Title

Witness: _____

Attest: _____

* If a Corporation, attach a notarized copy of the Corporate vote authorizing the signatory to sign Contract.

* If signer is not a Board Member, attach a certified Board vote authorizing signatory to sign contract.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
In accordance with M.G.L. c121B, and revisions thereto.

Director

Date

CERTIFICATE OF VOTE OF AUTHORIZATION

_____ 200 _____

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at _____ on the _____ day of _____ 200 _____

At which a quorum was present and acting, it was voted that _____

Name of Corporate Officer

of the _____, be and hereby is authorized to execute and deliver for

and on behalf of the Corporation a Contract with _____ Housing Authority, for

work to be done at State-Aided Housing Project No. _____ In the City/Town of _____

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ Is duly qualified and acting

Name of Corporate Officer

_____ of the Corporation and that said vote has not been

Title

Repealed, rescinded or amended

A true copy of the record,

ATTEST: _____

(CORPORATE SEAL)

On this ____ day of _____ 200____, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public
My Commission Expires:

PAYMENT BOND

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as **Principal**,
and _____ as **Surety**, are held and firmly bound unto
the _____ **Housing Authority**, as **Obligee**, in the sum of
_____ **dollars** \$ _____

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____ 200
for the construction of _____ in _____ Massachusetts
_____ Project Title

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 200 ____

PRINCIPAL

By: _____

Seal

Attest: _____

SURETY

By: _____

Attorney-in Fact

Attest _____

The rate for this bond is _____ % for the first \$ _____ and _____ % for the next \$ _____

The total premium for this bond is \$ _____

<p>GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION FOR c.149 sec.44A(2)(B) PROJECTS BETWEEN \$10,000 - \$25,000</p>

1.0 GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS

The Contract for Construction consists of the Contract Documents which include the Owner-Contractor Agreement, Public Notification, Bid Form, Contract Forms, Conditions of the Contract, Specifications, Drawings, all addenda issued prior to execution of the Contract, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

2.0 OWNER

The term "Owner" sometimes also referred to as the "Awarding Authority" or "Authority" means the Housing Authority identified in the Owner-Contractor Agreement, organized and existing under the provisions of M.G.L. c.121B.

3.0 DEPARTMENT

3.1 The term "Department" means the Commonwealth of Massachusetts, Department of Housing and Community Development.

3.2 The term "Administrator" means the person appointed by the Department to administer the terms of the Contract between the Owner and the Department, who is also empowered to take certain actions under this Contract. The Contractor should address mail to the Administrator c/o the DHCD - Construction Management Unit.

3.3 The term "Construction Advisor" means the person designated by the Administrator to assist with the Administration of the Contract.

3.4 PROJECT FUNDING

The Work under this Contract is funded by the Commonwealth of Massachusetts through the Department pursuant to a Contract for Financial Assistance between the Department and the Owner.

3.5 DEPARTMENT'S RESPONSIBILITIES

3.5.1 The Contractor is advised that various actions taken or decisions made by the Owner under this Contract, require the prior approval and counter-signature of the Administrator or designee. Those actions or decisions include, but are not limited to, the following:

- .1 Changes to the Contract Sum or Contract Time.
- .2 Written orders, notices, and approvals given by the Owner pursuant to the Contract Documents or pursuant to any Laws applicable to this Contract, including approval of the Contractor's payment requests, approval of "or equal" submissions and substitutions of specified materials.
- .3 Stop Work Order.
- .4 the Contractor's Applications for Payment
- .5 Final payment.
- .6 Termination of Contract.

3.6 Work undertaken by the Contractor at the Owner's or other person's order without the Administrator's countersignature prior to the start of such work shall be considered unauthorized work and shall not be considered cause for extra payment. The Contractor shall be responsible for performing, at its own expense, corrective measures required by the Owner due to any failure to obtain the prior approval of the Department pursuant to Subparagraph 3.5.1.

4.0 CONTRACTOR

4.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

4.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

4.3 SALES TAX EXEMPTION AND OTHER TAXES

4.3.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

4.3.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

4.4 PERMITS, FEES, AND NOTICES

4.4.1 The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits.

4.4.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.4.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

4.5 SAFETY REQUIREMENTS

The Contractor must comply with all Federal, State, and local safety laws and regulations applicable to work performed under this Contract.

4.6 WAGE RATES

The Director of Department of Labor and Workforce Development has established the schedule of wages found in this contract listing the wage rates that must be paid to all workers employed on the Contract. The Schedule shall continue to be the minimum rate of wages payable to workers on this contract throughout the terms of the contract. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Contract exceeds the rates listed on the Schedule. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Project's site during the term of the Contract. (See M.G.L c.149 §27.) If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L c.149 §34B).

5.0 CONTRACT ADMINISTRATION

5.1 PRECONSTRUCTION CONFERENCE

Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner and Department, to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

5.2 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

6.0 CHANGES

6.1 All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and the DHCD Administrator.

6.2 The Owner may direct changes to the Work provided:

- .1 the unit prices remain the same,
- .2 the Owner's representative has specified in writing that an increase is necessary to fulfill the al needs of the Owner and is more economical than awarding another contract,
- .3 the Contractor agrees to the increase or decrease in writing, and

7.0 PAYMENTS

7.1 CONTRACT SUM

The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

7.2 APPLICATIONS FOR PAYMENT

7.2.1 Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

7.2.2 The above mentioned application for payment shall be processed in accordance with procedures established by DHCD. The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

7.2.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- .1 Retention based on the value of its claims against the Contractor,
- .2 Retention of 5% of the approved amount of the Application for Payment.

7.3 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner and Department from all claims and liability related to this Contract.

8.0 GUARANTY AND WARRANTY

8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. The Owner reserves the right to reject said substituted materials even after requesting evidence.

8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of the Substantial Completion the Work to be performed under this Contract, or any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after substantial completion, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

9.0 INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed in subparagraphs 9.1 - 9.6. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

9.1 WORKER'S COMPENSATION

Worker's Compensation:	Coverage A	Statutory Per M.G.L. c.149 §34 and c.152 as amended
Employer's liability:	Coverage B	up to \$500,000 each accident \$ 500,000 disease per employee \$ 500,000 disease policy

9.2 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury & Property Damage	\$ 1,000,000. each occurrence \$ 1,000,000. general aggregate
Products & Completed Operations	\$ 1,000,000. aggregate
Personal & Advertising Injury	\$ 1,000,000. each occurrence

9.3 VEHICLE LIABILITY

Personal Injury and Property Damage	\$ 500,000. each person \$ 1,000,000. aggregate
Combined Single Limit	\$1,000,000.

9.4 OWNER AS CO-INSURED

The Owner and Department shall be named as additional insured on the Contractor's liability policies.

9.5 CERTIFICATES OF INSURANCE, POLICIES

9.5.1 The Contractor shall not commence work on this contract until proof of compliance with this article has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the Contractual Liability Coverage is in force.

9.5.2 The Contractor shall file the original and one certified copy of all policies with the Owner within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

9.6 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

10.0 INDEMNIFICATION

10.1 The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract.

10.2 The Contractor shall assume the defense of, and indemnify and save harmless the Owner, the Department, and their officers and agents from all claims:

- .1 relating to labor performed or furnished and materials used or employed for the Work;
- .2 to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner;
- .3 to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein;
- .4 and to any act, omission or neglect of the Contractor and any employees therein.

11.0 BONDS

The Contractor shall provide the Owner with a payment or labor and materials bond in the form provided by the Department, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract Sum or any greater amount spelled out in the Advertisement..

12.0 TERMINATION

12.1 TERMINATION FOR CAUSE

12.1.1 The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

- .1 The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- .2 A receiver has been appointed of the Contractor's property.
- .3 All or a part of the Work has been abandoned.
- .4 The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.
- .5 The Owner has determined that the rate of progress required on the project is not being met.
- .6 The Contractor has substantially violated any provisions of this Contract.

12.1.3 The Owner may complete the work, or any part thereof, and charge its expense of so completing the work or part thereof, to the Contractor.

12.1.4 The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

12.3 TERMINATION - NO FAULT

12.3.1 In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 12.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of de-mobilization, calculated on a percent completion basis covering the period of time between the last approved application for payment and the date of termination.

12.3.2 Payment by the Owner pursuant to Subparagraph 12.3.1 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

DIVISION 1

ADD SECTIONS OR PARAGRAPHS AS NEEDED TO PROPERLY ADMINISTER THE PROJECT

1.01 GENERAL SCOPE OF THE WORK

- A. The Work of the Contract consists of:
1. **Provide a narrative description of the project**
 2. Work either shown on the Drawings or included in the specifications unless specifically indicated not to be done.
 3. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
 4. Providing and restoring, where appropriate, all temporary facilities.

1.02 TIME OF COMPLETION

- A. The Work shall be commenced at the time stated in the Owner's Notice to Proceed and shall be completed within _____ consecutive calendar days thereafter.

1.03 SELECTION CRITERIA

- A. In addition to any provisions of the General Conditions, the Contractor will be selected based on the lowest base bid and upon demonstrating successful completion of the following criteria:

List all of the criteria that will be used to determine the lowest eligible and responsive bidder

For example, you can require the Contractor to have certain licenses at the time of bid, or to have been in business for a certain number of years, or to have successfully completed a certain type of work in the past.

List criteria so that they can be addressed with a Yes or NO. Subjective criteria may lead to protests.

1.04 PREVAILING WAGE RATES AND OSHA SAFETY TRAINING

- A. Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor and Workforce Development and subject to M.G.L. c.149 §26 to 27H inclusive. A list of the wage rates for this project can be found at the end of this section
- B. The Contractor shall certify that all employees working on this project have successfully completed a 10 Hour Safety and Health Training Course approved by the United State Occupational Health and Safety Administration (OSHA). This certification must be submitted with the payroll certifications required by paragraph A above.

1.05 COORDINATION OF WORK

- A. List any material or equipment to be furnished by the Owner.
- B. Note if the Owner will provide a tenant coordinator.

(Revise this section as necessary. Describe special circumstances unique to this project.)

1.06 SAMPLES AND SUBMITTALS

- A. The Contractor shall provide samples (or submittal of manufacturer's literature) for the Owner's approval prior to installation:

If you will require samples or submittal of any item list them in this section.

1.07 CONDUCT OF THE WORK

- A. Existing Buildings. All units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.
- B. Unless specifically authorized by the Owner, the Work must be conducted between the hours of 8:00 A.M. and 4:30 P.M. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays other than for emergencies.

1.08 SHUTDOWN OF SERVICES

The Contractor's attention is especially called to the fact that the continuous operation of services for this housing development is mandatory. If any unit is to be left without heat, hot water, domestic water, electricity, gas, sanitary facilities, or any other services for more than an eight hour period, the Contractor shall submit a letter and obtain written authority from the Owner before proceeding.

If such a shutdown is unacceptable to the Owner, the Contractor shall make, and pay for, alternative arrangements to insure that services are provided.

1.09 PROTECTION AND ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.
- B. The Contractor shall take special measures to protect the tenants from noise, dust, and other disturbances.
- C. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

1.10 TEMPORARY FACILITIES

- A. Temporary Water - The Contractor may make use of the water available at the site for construction purposes.

(Review this section and change the language if the LHA is subject to local water use restrictions)

- B. Temporary Electricity - The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply the proper adapters and extension cords. Where heavy duty electric equipment drawing a current in excess of 15 amps is involved, the Contractor shall provide temporary electric work to supply this power.

1.11 CLEANING UP

- A.** Conduct cleaning and disposal operations to comply with all Federal, State, and local laws, ordinances, and regulations.
- B.** Provide on-site containers for collection of waste materials and rubbish, to be located with the approval of the Owner.
- C.** At the end of each day's work, remove, and legally dispose, all waste materials and rubbish from the site,

END OF SECTION